

# EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

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**S.G., An Infant by his Parent and Natural Guardian,  
RA-CHEL JACKSON, and RA-CHEL JACKSON,  
Individually,**

**Plaintiffs,**

**-against-**

**JANICE C. TEIXERIA D.O., KOMOLA A. SHABAN M.D.,  
SHAY ERISSON M.D., MAZEN T. KHALIFEH M.D.,  
JAY M. WEINBERGER M.D., OMAR RASHID M.D.,  
“JANE” MAHONEY M.D., JENNIFER MCSHANE R.N.,  
PHELPS MEDICAL ASSOCIATES, SLEEPY HOLLOW  
MEDICAL GROUP, P.C., WESTCHESTER  
ANESTHESIOLOGISTS, PHELPS MEMORIAL  
HOSPITAL ASSOCIATION, and PHELPS HOSPITAL  
NORTHWELL HEALTH,**

**Defendants.**  
-----X

**Index No.:**

**VERIFIED COMPLAINT  
AND CERTIFICATE OF  
MERIT**

Plaintiffs, above named, complaining of the Defendants herein, through their attorneys,  
Meagher & Meagher, P.C., upon information and belief, allege as follows:

**AS AND FOR A FIRST CAUSE OF ACTION**

**FIRST:**

The Infant-Plaintiff, S.G., was born on

October 28, 2018.

**SECOND:**

At all times hereinafter mentioned, RA-

CHEL JACKSON, was and is the Lawful Parent and Natural Guardian of the Infant-  
Plaintiff, S.G.

**THIRD:**

At all times herein after mentioned,

Plaintiffs were residents of Westchester County, State of New York residing at 10  
Riverview Avenue, Tarrytown, New York 10591.

**FOURTH:**

At all times hereinafter mentions,

Defendant, PHELPS MEDICAL ASSOCIATES (hereinafter referred to as “MEDICAL”), has a principal place of business located in the County of Westchester, State of New York at 701 North Broadway, Sleepy Hollow, New York 10591.

**FIFTH:**

At all times hereinafter mentions,

Defendant, SLEEPY HOLLOW MEDICAL GROUP, P.C. (hereinafter referred to as “SLEEPY HOLLOW”), has a principal place of business located in the County of Westchester, State of New York at 755 North Broadway, Sleepy Hollow, New York 10591.

**SIXTH:**

At all times hereinafter mentions,

Defendant, WESTCHESTER ANESTHESIOLOGIST (hereinafter referred to as “WA”), has a principal place of business located in the County of Westchester, State of New York at 800 Westchester Avenue, Rue Brook, New York 10573.

**SEVENTH:**

At all times hereinafter mentions,

Defendant, PHELPS MEMORIAL HOSPITAL ASSOCIATION (hereinafter referred to as “PMHA”), has a principal place of business located in the County of Westchester, State of New York at 701 North Broadway, Sleepy Hollow, New York 10591.

**EIGHTH:**

At all times hereinafter mentions,

Defendant, PHELPS HOSPITAL NORTHWELL HEALTH (hereinafter referred to as, “PHELPS”), has a principal place of business located in the County of Westchester, State of New York at 701 North Broadway, Sleepy Hollow, New York 10591.

**NINTH:**

At all times relevant herein, Defendant,

JANICE C. TEIXERIA, D.O. (hereinafter referred to as “TEIXERIA”), was a physician licensed to practice medicine and practicing medicine in the State of New York.

**TENTH:**

At all times relevant herein, Defendant,

KOMOLA A. SHABAN, M.D., (hereinafter referred to as “SHABAN”), was a physician licensed to practice medicine and practicing medicine in the State of New York.

**ELEVENTH:**

At all times relevant herein, Defendant,

SHAY ERISSON, M.D., (hereinafter referred to as “ERISSON”), was a physician licensed to practice medicine and practicing medicine in the State of New York.

**TWELFTH:**

At all times relevant herein, Defendant,

MAZEN T. KHALIFEH, M.D. (hereinafter referred to as “KHALIFEH”), was a physician licensed to practice medicine and practicing medicine in the State of New York.

**THIRTEENTH:**

At all times relevant herein, Defendant, JAY

M. WEINBERGER, M.D. (hereinafter referred to as “WEINBERGER”), was a physician licensed to practice medicine and practicing medicine in the State of New York.

**FOURTEENTH:**

At all times relevant herein, Defendant, OMAR

RASHID, M.D. (hereinafter referred to as “RASHID”), was a physician licensed to practice medicine and practicing medicine in the State of New York.

**FIFTEENTH:**

At all times relevant herein, Defendant,

“JANE” MAHONEY, M.D. (hereinafter referred to as “MAHONEY”), was physician licensed to practice medicine and practicing medicine in the State of New York.

**SIXTEENTH:**

At all times relevant herein, Defendant,

JENNIFER MCSHANE, R.N. (hereinafter referred to as “MCSHANE”), was a registered nurse licensed to practice and practicing nursing in the State of New York.

**SEVENTEENTH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a domestic not-for-profit corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**EIGHTEENTH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a domestic not-for-profit corporation licensed to do business and doing business in the State of New York.

**NINETEENTH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a domestic professional corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**TWENTIETH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a domestic professional corporation licensed to do business and doing business in the State of New York.

**TWENTY-FIRST:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a general partnership, duly organized and existing under and by virtue of the laws of the State of New York.

**TWENTY-SECOND:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a general partnership licensed to do business and doing business in the State of New York.

**TWENTY-THIRD:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**TWENTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a limited liability corporation licensed to do business and doing business in the State of New York.

**TWENTY-FIFTH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a professional limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**TWENTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a professional limited liability corporation licensed to do business and doing business in the State of New York.

**TWENTY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a domestic business corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**TWENTY-EIGHTH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a domestic business corporation licensed to do business and doing business in the State of New York.

**TWENTY-NINTH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a foreign corporation authorized to conduct business and conducting business in the State of New York.

**THIRTIETH:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a foreign corporation licensed to do business and doing business in the State of New York.

**THIRTY-FIRST:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a business entity authorized to conduct business and conducting business in the State of New York.

**THIRTY-SECOND:**

At all times hereinafter mentioned,

Defendant, MEDICAL, was a business entity licensed to do business and doing business in the State of New York.

**THIRTY-THIRD:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a domestic not-for-profit corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**THIRTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a domestic not-for-profit corporation licensed to do business and doing business in the State of New York.

**THIRTY-FIFTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a domestic professional corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**THIRTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a domestic professional corporation licensed to do business and doing business in the State of New York.

**THIRTY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a general partnership, duly organized and existing under and by virtue of the laws of the State of New York.

**THIRTY-EIGHTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a general partnership licensed to do business and doing business in the State of New York.

**THIRTY-NINTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FORTIETH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a limited liability corporation licensed to do business and doing business in the State of New York.

**FORTY-FIRST:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a professional limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FORTY-SECOND:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a professional limited liability corporation licensed to do business and doing business in the State of New York.

**FORTY-THIRD:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a domestic business corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FORTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a domestic business corporation licensed to do business and doing business in the State of New York.

**FORTY-FIFTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a foreign corporation authorized to conduct business and conducting business in the State of New York.

**FORTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a foreign corporation licensed to do business and doing business in the State of New York.

**FORTY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a business entity authorized to conduct business and conducting business in the State of New York.

**FORTY-EIGHTH:**

At all times hereinafter mentioned,

Defendant, SLEEPY HOLLOW, was a business entity licensed to do business and doing business in the State of New York.

**FORTY-NINTH:**

At all times hereinafter mentioned,

Defendant, WA, was a domestic not-for-profit corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FIFTIETH:**

At all times hereinafter mentioned,

Defendant, WA, was a domestic not-for-profit corporation licensed to do business and doing business in the State of New York.

**FIFTY-FIRST:**

At all times hereinafter mentioned,

Defendant, WA, was a domestic professional corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FIFTY-SECOND:**

At all times hereinafter mentioned,

Defendant, WA, was a domestic professional corporation licensed to do business and doing business in the State of New York.

**FIFTY-THIRD:**

At all times hereinafter mentioned,

Defendant, WA, was a general partnership, duly organized and existing under and by virtue of the laws of the State of New York.

**FIFTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, WA, was a general partnership licensed to do business and doing business in the State of New York.

**FIFTY-FIFTH:**

At all times hereinafter mentioned,

Defendant, WA, was a limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FIFTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, WA, was a limited liability corporation licensed to do business and doing business in the State of New York.

**FIFTY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, WA, was a professional limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FIFTY-EIGHTH:**

At all times hereinafter mentioned,

Defendant, WA, was a professional limited liability corporation licensed to do business and doing business in the State of New York.

**FIFTY-NINTH:**

At all times hereinafter mentioned,

Defendant, WA, was a domestic business corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**SIXTIETH:**

At all times hereinafter mentioned,

Defendant, WA, was a domestic business corporation licensed to do business and doing business in the State of New York.

**SIXTY-FIRST:**

At all times hereinafter mentioned,

Defendant, WA, was a foreign corporation authorized to conduct business and conducting business in the State of New York.

**SIXTY-SECOND:**

At all times hereinafter mentioned,

Defendant, WA, was a foreign corporation licensed to do business and doing business in the State of New York.

**SIXTY-THIRD:**

At all times hereinafter mentioned,

Defendant, WA, was a business entity authorized to conduct business and conducting business in the State of New York.

**SIXTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, WA, was a business entity licensed to do business and doing business in the State of New York.

**SIXTY-FIFTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a voluntary general hospital, duly organized and existing under and by virtue of the laws of the State of New York.

**SIXTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a voluntary general hospital licensed to do business and doing business in the State of New York.

**SIXTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, PMHA, was a general hospital, duly organized and existing under and by virtue of the laws of the State of New York.

**SIXTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, PMHA, was a general hospital licensed to do business and doing business in the State of New York.

**SIXTY-NINTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a domestic not-for-profit corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**SEVENTIETH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a domestic not-for-profit corporation licensed to do business and doing business in the State of New York.

**SEVENTY-FIRST:**

At all times hereinafter mentioned,

Defendant, PMHA, was a domestic professional corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**SEVENTY-SECOND:**

At all times hereinafter mentioned,

Defendant, PMHA, was a domestic professional corporation licensed to do business and doing business in the State of New York.

**SEVENTY-THIRD:**

At all times hereinafter mentioned,

Defendant, PMHA, was a general partnership, duly organized and existing under and by virtue of the laws of the State of New York.

**SEVENTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a general partnership licensed to do business and doing business in the State of New York.

**SEVENTY-FIFTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**SEVENTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a limited liability corporation licensed to do business and doing business in the State of New York.

**SEVENTY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a professional limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**SEVENTY-EIGHTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a professional limited liability corporation licensed to do business and doing business in the State of New York.

**SEVENTY-NINTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a domestic business corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**EIGHTIETH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a domestic business corporation licensed to do business and doing business in the State of New York.

**EIGHTY-FIRST:**

At all times hereinafter mentioned,

Defendant, PMHA, was a foreign corporation authorized to conduct business and conducting business in the State of New York.

**EIGHTY-SECOND:**

At all times hereinafter mentioned,

Defendant, PMHA, was a foreign corporation licensed to do business and doing business in the State of New York.

**EIGHTY-THIRD:**

At all times hereinafter mentioned,

Defendant, PMHA, was a business entity authorized to conduct business and conducting business in the State of New York.

**EIGHTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was a business entity licensed to do business and doing business in the State of New York.

**EIGHTY-FIFTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a voluntary general hospital, duly organized and existing under and by virtue of the laws of the State of New York.

**EIGHTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a voluntary general hospital licensed to do business and doing business in the State of New York.

**EIGHTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, PHELPS, was a general hospital, duly organized and existing under and by virtue of the laws of the State of New York.

**EIGHTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, PHELPS, was a general hospital licensed to do business and doing business in the State of New York.

**EIGHTY-NINTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a domestic not-for-profit corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**NINETIETH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a domestic not-for-profit corporation licensed to do business and doing business in the State of New York.

**NINETY-FIRST:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a domestic professional corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**NINETY-SECOND:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a domestic professional corporation licensed to do business and doing business in the State of New York.

**NINETY-THIRD:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a general partnership, duly organized and existing under and by virtue of the laws of the State of New York.

**NINETY-FOURTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a general partnership licensed to do business and doing business in the State of New York.

**NINETY-FIFTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**NINETY-SIXTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a limited liability corporation licensed to do business and doing business in the State of New York. At all times hereinafter mentioned,

Defendant, PHELPS, was a professional limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**NINETY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a professional limited liability corporation licensed to do business and doing business in the State of New York.

**NINETY-EIGHTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a domestic business corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**NINETY-NINTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a domestic business corporation licensed to do business and doing business in the State of New York.

**ONE HUNDREDTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a foreign corporation authorized to conduct business and conducting business in the State of New York.

**ONE HUNDRED FIRST:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a foreign corporation licensed to do business and doing business in the State of New York.

**ONE HUNDRED SECOND:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a business entity authorized to conduct business and conducting business in the State of New York.

**ONE HUNDRED THIRD:**

At all times hereinafter mentioned,

Defendant, PHELPS, was a business entity licensed to do business and doing business in the State of New York.

**ONE HUNDRED FOURTH:**

At all times hereinafter mentioned,

Defendant, PMHA, was the owner of the hospital known as Phelps Memorial Hospital, located at 701 North Broadway, Sleepy Hollow, New York 10591.

**ONE HUNDRED FIFTH:**

At all times hereinafter mentioned,

Defendant, PMHA, operated and controlled the aforementioned Phelps Memorial Hospital, located at 701 North Broadway, Sleepy Hollow, New York 10591.

**ONE HUNDRED SIXTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, was the owner of the hospital known as Phelps Memorial Hospital, located at 701 North Broadway, Sleepy Hollow, New York 10591.

**ONE HUNDRED SEVENTH:**

At all times hereinafter mentioned,

Defendant, PHELPS, operated and controlled the aforementioned Phelps Memorial Hospital, located at 701 North Broadway, Sleepy Hollow, New York 10591.

**ONE HUNDRED EIGHTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was an employee of the Defendant, MEDICAL.

**ONE HUNDRED NINTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was acting within the scope of her employment as an employee of the Defendant, MEDICAL.

**ONE HUNDRED TENTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED ELEVENTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was acting within the scope of her employment as an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED TWELFTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was an employee of the Defendant, WA.

**ONE HUNDRED THIRTEENTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was acting within the scope of her employment as an employee of the Defendant, WA.

**ONE HUNDRED FOURTEENTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was an employee of the Defendant, PMHA.

**ONE HUNDRED FIFTEENTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was acting within the scope of her employment as an employee of the Defendant, PMHA.

**ONE HUNDRED SIXTEENTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was an employee of the Defendant, PHELPS.

**ONE HUNDRED SEVENTEENTH:**

At all times hereinafter mentioned,

Defendant, TEIXERIA, was acting within the scope of her employment as an employee of the Defendant, PHELPS.

**ONE HUNDRED EIGHTEENTH:**

At all times hereinafter mentioned,

Defendant, SHABAN, was an employee of the Defendant, MEDICAL.

**ONE HUNDRED NINETEENTH:**

At all times hereinafter mentioned,

Defendant, SHABAN, was acting within the scope of her employment as an employee of the Defendant, MEDICAL.

**ONE HUNDRED TWENTIETH:**

At all times hereinafter mentioned,

Defendant, SHABAN, was an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED TWENTY-FIRST:**

At all times hereinafter mentioned,

Defendant, SHABAN, was acting within the scope of her employment as an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED TWENTY-SECOND:**

At all times hereinafter mentioned,

Defendant, SHABAN, was an employee of the Defendant, WA.

**ONE HUNDRED TWENTY-THIRD:**

At all times hereinafter mentioned,

Defendant, SHABAN, was acting within the scope of her employment as an employee of the Defendant, WA.

**ONE HUNDRED TWENTY-FOURTH:** At all times hereinafter mentioned,

Defendant, SHABAN, was an employee of the Defendant, PMHA.

**ONE HUNDRED TWENTY-FIFTH:** At all times hereinafter mentioned,

Defendant, SHABAN, was acting within the scope of her employment as an employee of the Defendant, PMHA.

**ONE HUNDRED TWENTY-SIXTH:** At all times hereinafter mentioned,

Defendant, SHABAN, was an employee of the Defendant, PHELPS.

**ONE HUNDRED TWENTY-SEVENTH:** At all times hereinafter mentioned,

Defendant, SHABAN, was acting within the scope of her employment as an employee of the Defendant, PHELPS.

**ONE HUNDRED TWENTY-EIGHTH:** At all times hereinafter mentioned,

Defendant, ERISSON, was an employee of the Defendant, MEDICAL.

**ONE HUNDRED TWENTY-NINTH:** At all times hereinafter mentioned,

Defendant, ERISSON, was acting within the scope of her employment as an employee of the Defendant, MEDICAL.

**ONE HUNDRED THIRTIETH:** At all times hereinafter mentioned,

Defendant, ERISSON, was an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED THIRTY-FIRST:** At all times hereinafter mentioned,

Defendant, ERISSON, was acting within the scope of her employment as an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED THIRTY-SECOND:** At all times hereinafter mentioned,

Defendant, ERISSON, was an employee of the Defendant, WA.

**ONE HUNDRED THIRTY-THIRD:** At all times hereinafter mentioned,  
Defendant, ERISSON, was acting within the scope of her employment as an  
employee of the Defendant, WA.

**ONE HUNDRED THIRTY-FOURTH:** At all times hereinafter mentioned,  
Defendant, ERISSON, was an employee of the Defendant, PMHA.

**ONE HUNDRED THIRTY-FIFTH:** At all times hereinafter mentioned,  
Defendant, ERISSON, was acting within the scope of her employment as an  
employee of the Defendant, PMHA.

**ONE HUNDRED THIRTY-SIXTH:** At all times hereinafter mentioned,  
Defendant, ERISSON, was an employee of the Defendant, PHELPS.

**ONE HUNDRED THIRTY-SEVENTH:** At all times hereinafter mentioned,  
Defendant, ERISSON, was acting within the scope of her employment as an  
employee of the Defendant, PHELPS.

**ONE HUNDRED THIRTY-EIGHTH:** At all times hereinafter mentioned,  
Defendant, KHALIFEH, was an employee of the Defendant, MEDICAL.

**ONE HUNDRED THIRTY-NINTH:** At all times hereinafter mentioned,  
Defendant, KHALIFEH, was acting within the scope of his employment as an  
employee of the Defendant, MEDICAL.

**ONE HUNDRED FORTIETH:** At all times hereinafter mentioned,  
Defendant, KHALIFEH, was an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED FORTY-FIRST:** At all times hereinafter mentioned,  
Defendant, KHALIFEH, was acting within the scope of his employment as an  
employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED FORTY-SECOND:** At all times hereinafter mentioned,

Defendant, KHALIFEH, was an employee of the Defendant, WA.

**ONE HUNDRED FORTY-THIRD:** At all times hereinafter mentioned,

Defendant, KHALIFEH, was acting within the scope of his employment as an employee of the Defendant, WA.

**ONE HUNDRED FORTY-FOURTH:** At all times hereinafter mentioned,

Defendant, KHALIFEH, was an employee of the Defendant, PMHA.

**ONE HUNDRED FORTY-FIFTH:** At all times hereinafter mentioned,

Defendant, KHALIFEH, was acting within the scope of his employment as an employee of the Defendant, PMHA.

**ONE HUNDRED FORTY-SIXTH:** At all times hereinafter mentioned,

Defendant, KHALIFEH, was an employee of the Defendant, PHELPS.

**ONE HUNDRED FORTY-SEVENTH:** At all times hereinafter mentioned,

Defendant, KHALIFEH, was acting within the scope of his employment as an employee of the Defendant, PHELPS.

**ONE HUNDRED FORTY-EIGHTH:** At all times hereinafter mentioned,

Defendant, WEINBERGER, was an employee of the Defendant, MEDICAL.

**ONE HUNDRED FORTY-NINTH:** At all times hereinafter mentioned,

Defendant, WEINBERGER, was acting within the scope of his employment as an employee of the Defendant, MEDICAL.

**ONE HUNDRED FIFTIETH:** At all times hereinafter mentioned,

Defendant, WEINBERGER, was an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED FIFTY-FIRST:** At all times hereinafter mentioned,

Defendant, WEINBERGER, was acting within the scope of his employment as an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED FIFTY-SECOND:** At all times hereinafter mentioned,

Defendant, WEINBERGER, was an employee of the Defendant, WA.

**ONE HUNDRED FIFTY-THIRD:** At all times hereinafter mentioned,

Defendant, WEINBERGER, was acting within the scope of his employment as an employee of the Defendant, WA.

**ONE HUNDRED FIFTY-FOURTH:** At all times hereinafter mentioned,

Defendant, WEINBERGER, was an employee of the Defendant, PMHA.

**ONE HUNDRED FIFTY-FIFTH:** At all times hereinafter mentioned, the

Defendant, WEINBERGER, was acting within the scope of his employment as an employee of the Defendant, PMHA.

**ONE HUNDRED FIFTY-SIXTH:** At all times hereinafter mentioned,

Defendant, WEINBERGER, was an employee of the Defendant, PHELPS.

**ONE HUNDRED FIFTY-SEVENTH:** At all times hereinafter mentioned,

Defendant, WEINBERGER, was acting within the scope of his employment as an employee of the Defendant, PHELPS.

**ONE HUNDRED FIFTY-EIGHTH:** At all times hereinafter mentioned,

Defendant, RASHID, was an employee of the Defendant, MEDICAL.

**ONE HUNDRED FIFTY-NINTH:** At all times hereinafter mentioned,

Defendant, RASHID, was acting within the scope of his employment as an employee of the Defendant, MEDICAL.

**ONE HUNDRED SIXTIETH:**

At all times hereinafter mentioned,

Defendant, RASHID, was an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED SIXTY-FIRST:**

At all times hereinafter mentioned,

Defendant, RASHID, was acting within the scope of his employment as an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED SIXTY-SECOND:**

At all times hereinafter mentioned,

Defendant, RASHID, was an employee of the Defendant, WA.

**ONE HUNDRED SIXTY-THIRD:**

At all times hereinafter mentioned,

Defendant, RASHID, was acting within the scope of his employment as an employee of the Defendant, WA.

**ONE HUNDRED SIXTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, RASHID, was an employee of the Defendant, PMHA.

**ONE HUNDRED SIXTY-FIFTH:**

At all times hereinafter mentioned,

Defendant, RASHID, was acting within the scope of his employment as an employee of the Defendant, PMHA.

**ONE HUNDRED SIXTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, RASHID, was an employee of the Defendant, PHELPS.

**ONE HUNDRED SIXTY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, RASHID, was acting within the scope of his employment as an employee of the Defendant, PHELPS.

**ONE HUNDRED SIXTY-EIGHTH:**

At all times hereinafter mentioned,

Defendant, MAHONEY, was an employee of the Defendant, MEDICAL.

**ONE HUNDRED SIXTY-NINTH:**

At all times hereinafter mentioned,

Defendant, MAHONEY, was acting within the scope of her employment as an employee of the Defendant, MEDICAL.

**ONE HUNDRED SEVENTIETH:**

At all times hereinafter mentioned,

Defendant, MAHONEY, was an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED SEVENTY-FIRST:**

At all times hereinafter mentioned,

Defendant, MAHONEY, was acting within the scope of her employment as an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED SEVENTY-SECOND:**

At all times hereinafter mentioned,

Defendant, MAHONEY, was an employee of the Defendant, WA.

**ONE HUNDRED SEVENTY-THIRD:**

At all times hereinafter mentioned,

Defendant, MAHONEY, was acting within the scope of her employment as an employee of the Defendant, WA.

**ONE HUNDRED SEVENTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, MAHONEY, was an employee of the Defendant, PMHA.

**ONE HUNDRED SEVENTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, MAHONEY, was acting within the scope of her employment as an employee of the Defendant, PMHA.

**ONE HUNDRED SEVENTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, MAHONEY, was an employee of the Defendant, PHELPS.

**ONE HUNDRED SEVENTY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, MAHONEY, was acting within the scope of her employment as an employee of the Defendant, PHELPS.

**ONE HUNDRED SEVENTY-EIGHTH:** At all times hereinafter mentioned,

Defendant, MCSHANE, was an employee of the Defendant, MEDICAL.

**ONE HUNDRED SEVENTY-NINTH:** At all times hereinafter mentioned,

Defendant, MCSHANE, was acting within the scope of her employment as an employee of the Defendant, MEDICAL. At all times hereinafter mentioned,

Defendant, MCSHANE, was an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED EIGHTIETH:** At all times hereinafter mentioned,

Defendant, MCSHANE, was acting within the scope of her employment as an employee of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED EIGHTY-FIRST:** At all times hereinafter mentioned,

Defendant, MCSHANE, was an employee of the Defendant, WA.

**ONE HUNDRED EIGHTY-SECOND:** At all times hereinafter mentioned,

Defendant, MCSHANE, was acting within the scope of her employment as an employee of the Defendant, WA.

**ONE HUNDRED EIGHTY-THIRD:** At all times hereinafter mentioned,

Defendant, MCSHANE, was an employee of the Defendant, PMHA.

**ONE HUNDRED EIGHTY-FOURTH:** At all times hereinafter mentioned,

Defendant, MCSHANE, was acting within the scope of her employment as an employee of the Defendant, PMHA.

**ONE HUNDRED EIGHTY-FIFTH:** At all times hereinafter mentioned,

Defendant, MCSHANE, was an employee of the Defendant, PHELPS.

**ONE HUNDRED EIGHTY-SIXTH:** At all times hereinafter mentioned,  
Defendant, MCSHANE, was acting within the scope of her employment as an  
employee of the Defendant, PHELPS.

**ONE HUNDRED EIGHTY-SEVENTH:** During the year 2018, and more specifically  
from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of  
the Defendant, TEIXERIA.

**ONE HUNDRED EIGHTY-EIGHTH:** During the year 2018, and more specifically  
from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of  
the Defendant, SHABAN.

**ONE HUNDRED EIGHTY-NINTH:** During the year 2018, and more specifically  
from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of  
the Defendant, ERRISON.

**ONE HUNDRED NINETIETH:** During the year 2018, and more specifically  
from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of  
the Defendant, KHALIFEH.

**ONE HUNDRED NINETY-FIRST:** During the year 2018, and more specifically  
from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of  
the Defendant, WEINBERGER.

**ONE HUNDRED NINETY-SECOND:** During the year 2018, and more specifically  
from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of  
the Defendant, RASHID.

**ONE HUNDRED NINETY-THIRD:** During the year 2018, and more specifically from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of the Defendant, MAHONEY.

**ONE HUNDRED NINETY-FOURTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of the Defendant, MCSHANE.

**ONE HUNDRED NINETY-FIFTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of the Defendant, MEDICAL.

**ONE HUNDRED NINETY-SIXTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of the Defendant, SLEEPY HOLLOW.

**ONE HUNDRED NINETY-SEVENTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of the Defendant, WA.

**ONE HUNDRED NINETY-EIGHTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of the Defendant, PMHA.

**ONE HUNDRED NINETY-NINTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Infant-Plaintiff, S.G., was a patient of the Defendant, PHELPS.

**TWO HUNDREDTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, TEIXERIA, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED FIRST:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, SHABAN, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED SECOND:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, ERISSON, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED THIRD:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, KHALIFEH, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED FOURTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, WEINBERGER, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED FIFTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, RASHID, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED SIXTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, MAHONEY, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED SEVENTH:**

During the year 2018, and more specifically

from February 2018 through October 2018, the Defendant, MCSHANE, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED EIGHTH:**

During the year 2018, and more specifically

from February 2018 through October 2018, the Defendant, MEDICAL, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED NINTH:**

During the year 2018, and more specifically

from February 2018 through October 2018, the Defendant, SLEEPY HOLLOW, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED TENTH:**

During the year 2018, and more specifically

from February 2018 through October 2018, the Defendant, WA, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED ELEVENTH:**

During the year 2018, and more specifically

from February 2018 through October 2018, the Defendant, PMHA, provided medical care and treatment to the Infant-Plaintiff, S.G.

**TWO HUNDRED TWELFTH:**

During the year 2018, and more specifically

from February 2018 through October 2018, the Defendant, PHELPS, provided medical care and treatment to the Infant-Plaintiff, G.M.

**TWO HUNDRED THIRTEENTH:**

During the year 2018, and more specifically,

from February 2018 through October 2018, the Defendant, TEIXERIA, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED FOURTEENTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, SHABAN, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED FIFTEENTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, ERRISON, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED SIXTEENTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, KHALIFEH, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED SEVENTEENTH:** During the year 2018, and more specifically from February 2018 through, October 2018, the Defendant, WEINBERGER, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED EIGHTEENTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, RASHID, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED NINETEENTH:** During the year 2018, and more specifically, from February 2018 through October 2018, the Defendant, MAHONEY, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED TWENTIETH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, MCSHANE, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED TWENTY-FIRST:** During the year 2018, and more specifically, from February 2018 through October 2018, the Defendant, MEDICAL, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED TWENTY-SECOND:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, SLEEPY HOLLOW, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED TWENTY-THIRD:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, WA, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED TWENTY-FOURTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, PMHA, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED TWENTY-FIFTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Defendant, PHELPS, provided medical care and treatment to the Plaintiff, RA-CHEL JACKSON.

**TWO HUNDRED TWENTY-SIXTH:** During the year 2018, and more specifically, from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, TEIXERIA.

**TWO HUNDRED TWENTY-SEVENTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, SHABAN.

**TWO HUNDRED TWENTY-EIGHTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, ERISSON.

**TWO HUNDRED TWENTY-NINTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, KHALIFEH.

**TWO HUNDRED THIRTIETH:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, WEINBERGER.

**TWO HUNDRED THIRTY-FIRST:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, RASHID.

**TWO HUNDRED THIRTY-SECOND:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, MAHONEY.

**TWO HUNDRED THIRTY-THIRD:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, MCSHANE.

**TWO HUNDRED THIRTY-FOURTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, MEDICAL.

**TWO HUNDRED THIRTY-FIFTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, SLEEPY HOLLOW.

**TWO HUNDRED THIRTY-SIXTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, WA .

**TWO HUNDRED THIRTY-SEVENTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, PMHA.

**TWO HUNDRED THIRTY-EIGHTH:** During the year 2018, and more specifically from February 2018 through October 2018, the Plaintiff, RA-CHEL JACKSON, was a patient of the Defendant, PHELPS.

**TWO HUNDRED THIRTY-NINTH:** As a result of the medical care, treatment or lack thereof rendered to the Infant-Plaintiff, S.G., and to the Plaintiff, RA-CHEL JACKSON by the Defendants herein, one, some, or all of them, their agents, servants, and/or employees, their departures from accepted standards of medical, obstetrical, neonatal, perinatal, radiological, emergency and critical care, fetal heart monitoring, surgical, nursing, hospital services and other good practices, the Plaintiff, RA-CHEL JACKSON and the Infant-Plaintiff, S.G., sustained severe, serious, and permanent personal injuries.

**TWO HUNDRED FORTIETH:** Plaintiffs injuries were caused due to the carelessness, negligence, including negligent hiring, retaining, supervising, and credentialing, and departures from accepted and proper medical treatment and other

good practices on the part of the Defendants herein, one, some, or all of them, their agents, servants, and/or employees in the care and the treatment or lack thereof that was rendered and tendered to the Plaintiffs herein, for the period of time they were under the care of the Defendants herein, one, some or all of them, their agents, servants and/or employees whereby they incurred pain and suffering and other financial losses without any fault contributing thereto by them.

**TWO HUNDRED FORTY-FIRST:** This action falls within one or more exceptions set forth in the Civil Practice Laws and Rules Section 1602.

**TWO HUNDRED FORTY-SECOND:** As a result of such injuries, pain and suffering, and other financial losses, the Infant-Plaintiff, S.G., and Plaintiff, RACHEL JACKSON, were caused to suffer damages in an amount of money that exceeds the monetary jurisdiction of all other courts.

**AS AND FOR A SECOND CAUSE OF ACTION**

**TWO HUNDRED FORTY-THIRD:** Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth in the FIRST CAUSE OF ACTION, inclusive with the same force and effect as if more fully set forth herein.

**TWO HUNDRED FORTY-FOURTH:** The Defendants herein, one, some, or all of them, their agents, servants, and/or employees, failed to disclose all of the facts that a reasonable doctor or health care personnel under such circumstances would explain to a patient, including a failure to disclose the risks and benefits of various courses of treatment, the alternatives thereto and the risks and benefits relating to the alternatives and otherwise failed to properly, adequately and fully inform the patient.

**TWO HUNDRED FORTY-FIFTH:**

That a reasonable and prudent person in

Plaintiffs position would not have undergone the course of treatment prescribed if she had been fully informed, and that the lack of informed consent is a proximate cause of pain and suffering and other financial losses for which recovery is sought.

**TWO HUNDRED FORTY-SIXTH:**

As a result of the foregoing lack of informed

consent, Plaintiffs herein have suffered damages in an amount of money that exceeds the monetary jurisdictional limits of all other Courts.

**AS AND FOR A THIRD CAUSE OF ACTION****TWO HUNDRED FORTY-SEVENTH:**

Plaintiffs repeat, reiterate, and re-allege each

and every allegation in the FIRST and SECOND CAUSES OF ACTION, inclusive, with the same force and effect as though more fully set herein.

**TWO HUNDRED FORTY-EIGHTH:**

At all times hereinafter mentioned, Plaintiff,

RA-CHEL JACKSON, was and is the lawful parent and natural guardian of Infant-Plaintiff, S.G., and cohabitates with him as mother and child.

**TWO HUNDRED FORTY-NINTH:**

As a result of the foregoing negligence of

the Defendants herein, their agents, servants, and/or employees, and the resulting injuries to the Plaintiff, RA-CHEL JACKSON and the Infant-Plaintiff, S.G., and without any negligence or culpable conduct on their parts contributing thereto, the Plaintiff, RA-CHEL JACKSON, has been deprived of the services, love and affection of her child, all to her damage in an amount which exceeds the jurisdictional limits of all other courts.

**TWO HUNDRED FIFTIETH:**

As a result of the aforesaid, the Plaintiff,

RA-CHEL JACKSON, seeks a recovery for the loss of services of her child, S.G. in a sum of money that exceeds the monetary jurisdiction of all lower courts.

**WHEREFORE**, the Plaintiffs, RA-CHEL JACKSON and S.G., demand judgment against the Defendants herein, one, some, or all of them, in the FIRST, SECOND and THIRD CAUSES OF ACTION, in an amount of money that exceeds the monetary jurisdiction of all other Courts, together with interest, costs, attorney's fees and disbursements of this action.

Dated: White Plains, New York  
May 26, 2020

Yours etc.,  
MEAGHER & MEAGHER, P.C.  
Attorneys for Plaintiffs  
111 Church Street  
White Plains, NY 10601  
(914) 328-8844

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
**S.G., An Infant by his Parent and Natural Guardian,  
RA-CHEL JACKSON, and RA-CHEL JACKSON,  
Individually,**

Index No.:  
**CERTIFICATE OF  
MERIT**

Plaintiffs,

-against-

**JANICE C. TEIXERIA D.O., KOMOLA A. SHABAN M.D.,  
SHAY ERISSON M.D., MAZEN T. KHALIFEH M.D.,  
JAY M. WEINBERGER M.D., OMAR RASHID M.D.,  
“JANE” MAHONEY M.D., JENNIFER MCSHANE R.N.,  
PHELPS MEDICAL ASSOCIATES, SLEEPY HOLLOW  
MEDICAL GROUP, P.C., WESTCHESTER  
ANESTHESIOLOGISTS, PHELPS MEMORIAL  
HOSPITAL ASSOCIATION, and PHELPS HOSPITAL  
NORTHWELL HEALTH,**

Defendants.

-----X  
MERRYL F. WEINER, ESQ., an attorney duly admitted to practice in the Courts of the  
State of New York, hereby affirms, pursuant to Section 2106 CPLR:

I have reviewed the facts of this case and have consulted with at least one physician who  
is licensed to practice in this state, or any other state, and I reasonably believe that said physician  
is knowledgeable as to the relevant issues involved in this particular action and I have concluded  
on the basis of such review and consultation that there is a reasonable basis for the  
commencement of this action.

Dated: White Plains, New York

May 26, 2020

  
MERRYL F. WEINER, ESQ.,

## VERIFICATION

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF WESTCHESTER )

I, Rachel Jackson, being duly sworn,

**depose(s) and says(s):**

I am the plaintiff in the within action.

I have read the within synonyms and Complaint

and known the contents thereof, and that the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters, I believe them to be true.

  
Signature

Sworn to before me on this 26  
day of May, 20 20

NOTARY PUBLIC

JENNIFER C. PATRISSI  
Notary Public 02PA6085425  
State of New York  
Westchester County  
Commission Expires 12-30-22

Index No.:

Year: 2020

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

**S.G., An Infant by his Parent and Natural Guardian,  
RA-CHEL JACKSON, and RA-CHEL JACKSON,  
Individually,**

Plaintiffs,

-against-

**JANICE C. TEIXERIA D.O., KOMOLA A. SHABAN M.D.,  
SHAY ERISSON M.D., MAZEN T. KHALIFEH M.D.,  
JAY M. WEINBERGER M.D., OMAR RASHID M.D.,  
"JANE" MAHONEY M.D., JENNIFER MCSHANE R.N.,  
PHELPS MEDICAL ASSOCIATES, SLEEPY HOLLOW  
MEDICAL GROUP, P.C., WESTCHESTER  
ANESTHESIOLOGISTS, PHELPS MEMORIAL  
HOSPITAL ASSOCIATION, and PHELPS HOSPITAL  
NORTHWELL HEALTH,**

Defendants.

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**SUMMONS AND VERIFIED COMPLAINT**

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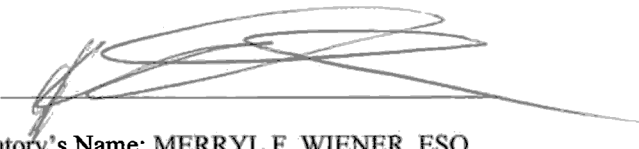
**MEAGHER & MEAGHER, P.C.***Attorney for Plaintiffs*

111 Church Street

White Plains, New York 10601

(914) 328-8844

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.

Dated: May 26, 2020Signature: Print Signatory's Name: MERRYL F. WIENER, ESQ.

Service of a copy of the within

is hereby admitted.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney(s) for